

1 Q Mr. Mullinax, are you appearing here today after
2 being subpoenaed in this matter?

3 A That is my understanding, yes, sir.

4 Q And, Mr. Mullinax, have I ever met you before this
5 morning?

6 A No.

7 Q Have I ever had any communications or conversations
8 with you?

9 A Not directly, no.

10 Q Okay. Now, in front of you on the witness table
11 there, sir, is a binder and in that binder there's a tab
12 marked No. 34. Could I ask you to get that and open No. 34?
13 And do you see there a, a document which is captioned
14 "Testimony" and consists of 2 pages?

15 A That's correct.

16 Q And on the second page, sir, there's a signature
17 purporting to be Randy Mullinax and I ask is that your
18 signature there, sir?

19 A Yes, it is.

20 MR. MAY: We tender the witness for cross
21 examination, Your Honor.

22 JUDGE CHACHKIN: Mr. Cohen.

23 MR. COHEN: Thank you.

24 CROSS EXAMINATION

25 BY MR. COHEN:

1 Q Good morning, Mr. Mullinax. My name is Lewis Cohen,
2 and I represent Glendale Broadcasting Company which is a
3 competing applicant against Trinity. My first question, sir,
4 is a moment ago in response to Mr. May's question you said
5 that you had no -- my notes says no direct contact with Mr.
6 May?

7 A That's correct.

8 Q Is that correct? Was that, was that the substance
9 of your testimony?

10 A Yes, sir.

11 Q Did you have indirect contact?

12 A Not any contact that I can specifically testify to.
13 I believe that Mr. May was in contact with my counsel.

14 Q With Mr. Corbert?

15 A Yes.

16 Q And what's your belief based upon?

17 A I believe Mr. Corbert told me that he had talked
18 with Mr. May.

19 Q And did Mr. Corbert tell you how it came about that
20 he talked with Mr. May?

21 A No.

22 Q Now, you have before you Exhibit 34, a document
23 that's been admitted as Exhibit 34. It's entitled
24 "Testimony"?

25 A Yes.

1 Q You see that. Who actually drafted that document?

2 A My counsel.

3 Q And do you have any present -- you, personally, have
4 any present business relationship of any kind with Trinity?

5 A No, sir.

6 Q Have you ever had any business -- you, personally,
7 ever had any business relationship with Trinity?

8 A No, sir.

9 Q To your knowledge, -- your employer is Shamrock
10 Broadcasting, am I correct?

11 A Yes, sir.

12 Q To your knowledge, does Shamrock Broadcasting now
13 have any business relationship with Trinity?

14 A Not to my knowledge, sir.

15 Q Has it ever?

16 A Not to my knowledge, sir.

17 Q Do you have any other, at the present time, any
18 relationship of any kind with Trinity?

19 A No, sir.

20 Q Now, when I say Trinity, I'm talking about TBN and,
21 and its various subsidiaries and affiliates. And there are
22 many of them which I, I can ask you about specifically, if
23 necessary, but I'm talking about Trinity Broadcasting Network
24 which is a big outfit. Did you understand that?

25 A Yes. To my knowledge, I have no relationship with

1 any other entities but to make certain, you would have to name
2 them all.

3 Q Yes. Now, do you recall there came a time when you
4 supplied a statement to Trinity and --

5 MR. COHEN: What is my next exhibit number, Your
6 Honor?

7 JUDGE CHACHKIN: Four.

8 BY MR. COHEN:

9 Q Do you recognize what I have put before you which I
10 am -- which I would like the Judge to mark as Glendale
11 Broadcasting Company Exhibit 4 for identification? It's a
12 one-page document purporting to be signed by you on the 20th
13 of August 1993?

14 JUDGE CHACHKIN: The document described by counsel
15 is marked for identification as Glendale Exhibit 4.

16 (Whereupon, the document referred to
17 as Glendale Exhibit No. 4 was marked
18 for identification.)

19 BY MR. COHEN:

20 Q Do you recognize that document?

21 A Yes, sir. Actually, it was the 2nd day of August
22 1993.

23 Q Thank you. Your point is well taken, right. I
24 misstated that. You do recognize the, the -- and that's your
25 signature, isn't it?

1 A Yes.

2 Q Now, how did it come about that this statement was
3 prepared?

4 A Once again, the statement was provided to me by
5 counsel and I assisted with some editing of the, of the
6 document and --

7 Q Did, did you supply the information to counsel as
8 set forth on the statement?

9 A The technical information, yes, I did, the heights,
10 geographical coordinates and things of that nature.

11 Q Well, what about the nontechnical information?

12 A Some of the information I'm sure, yes, we talked
13 about.

14 Q Well, what information on that statement did you not
15 supply to Mr. Corbert? And by counsel, I take it you're
16 referring to Dennis Corbert?

17 A That's correct.

18 Q The gentleman's who in the room now?

19 A Yes, sir.

20 Q And that's whom you meant earlier when you referred
21 to counsel, am I correct?

22 A Yes, sir.

23 Q What information set forth on this statement did you
24 not, underscore, not supply to Mr. Corbert?

25 A Who WFOX is licensed to, what our office address is.

1 As I said, I did supply the geographical coordinates and the
2 height data.

3 Q What about the information that's set forth in
4 paragraph 2, did that come from you?

5 A Yes, it did.

6 Q And what about the information in paragraph 3, did
7 that come from you?

8 A Yes, it did.

9 Q And the information in paragraph 4, did that come
10 from you?

11 A The majority of it, yes.

12 Q What information in paragraph 4 did not come from
13 you?

14 A The sentence that says there's no warranty that the
15 space will be available now or at any time in the future. The
16 leasing of this tower space is fluid and it meets -- the
17 present tenants have priority over new and perspective
18 tenants. This statement is not an offer to lease space now or
19 at any time in the future. I did not provide that wording.
20 That information is correct, however.

21 Q Mr. Corbert provided it to you, is that it?

22 A Yes.

23 Q And how do you know the information is correct, sir?

24 A That is our policy.

25 Q Okay. Now, what about paragraph 5, was that

1 information supplied to you by Mr. Corbert or, or was it not
2 supplied by --

3 A Part of it was supplied by me.

4 Q What information in paragraph 5 was supplied by you?

5 A That the tower was designed to accommodate a high
6 power antenna such as one that will be used for Channel 63.
7 And the remainder of it -- well, also the information that --
8 to my knowledge, no representative of Glendale Broadcasting
9 Company has made any inquiry regarding space on our tower.

10 Q What about the, the sentence in paragraph 5 which --
11 the second sentence in -- the sentence that begins "In fact ",
12 was that a sentence that you provided -- was that information
13 you provided to Mr. Corbert?

14 A No.

15 Q Did Mr. Corbert provide that information to you?

16 A Yes.

17 Q And did you know those facts?

18 A Yes.

19 Q How did you know them?

20 A I was involved in the negotiations.

21 Q What negotiations?

22 A Of the negotiations for our lease with the previous
23 permittee, Channel 63, Monroe Television Incorporated.

24 Q You were involved in those negotiations?

25 A Yes, sir.

1 Q Did those negotiations reach fruition?

2 A No, sir.

3 Q Why did they not reach fruition, if you know?

4 A I do not know.

5 Q They just, they just -- the negotiations just
6 ceased?

7 A Yes.

8 Q And you, and you have no knowledge as to why they
9 ceased?

10 A I have no direct knowledge. I know what I was told.

11 Q What were you told?

12 A I was told that the previous permittee had sold the
13 construction permit or the station or however you would word
14 it to, to another entity, namely Trinity. And that they had
15 decided to build their own tower in another location.

16 Q Now, it's true, isn't it, that when Monroe
17 Television, which is the previous entity that you've been
18 talking about, correct?

19 A Yes.

20 Q When, when Monroe Television received its
21 construction permit, its transmitter site was the WFOX tower,
22 that's correct, isn't it?

23 A I have no knowledge of that. I've never seen the
24 construction permits.

25 Q Okay. Well, let me help you.

1 A Okay.

2 MR. COHEN: I want to have marked, Your Honor, as
3 Glendale Exhibit 5 for identification a one-page document
4 which has been -- I represent to you has been extracted from
5 the Commission's files. It's from the license file of Monroe
6 Television. And it's, it's a construction permit. It's a
7 construction permit for Monroe Television, Inc., and it's
8 dated October 21, 1987. And I want you, sir, if you will, --

9 JUDGE CHACHKIN: Well, first of all, the one-page
10 document described by counsel is marked for identification as
11 Glendale Exhibit 5.

12 (Whereupon, the document referred to
13 as Glendale Exhibit No. 5 was marked
14 for identification.)

15 BY MR. COHEN:

16 Q I want you, if you will, to compare the coordinates
17 which are set forth in the construction permit with the
18 coordinates that are set forth on your statement there dated
19 August 2, 1993, and are they not identical?

20 A Yes, they are.

21 Q So, it is true then, isn't it, that when Monroe
22 Television received its construction permit, its transmitter
23 site was the WFOX tower?

24 A Based on this document, that is correct.

25 Q Did you know that until the 2nd?

1 A I have not actually seen the construction permit.

2 Q That's not the question. Didn't you know, in fact,
3 -- didn't you know, in fact, when you walked in this room that
4 the construction permit of Monroe specified the WFOX tower?

5 A You know, I'm not really sure. It was a long time
6 ago and I -- like I said, I've never seen the construction
7 permit. I know that we entered negotiations with them and --

8 Q You're not really sure?

9 A No.

10 Q You -- is it --

11 A I may have been told at a previous time that they
12 had specified our site and our construction permit but --

13 Q Well, who would have told you that?

14 A Probably the gentleman that we negotiated with, with
15 Monroe.

16 Q Wouldn't that have been something that you would
17 have known if you were involved as you said in negotiations?

18 A No, sir. We don't normally get into the involvement
19 of our tenants with the Federal Communications Commission.
20 That's their responsibility.

21 Q So, it's your testimony today that you didn't know
22 -- I'm not talking about seeing the construction permit but
23 it's your testimony you didn't know that Monroe Television had
24 specified the WFOX tower?

25 MR. MAY: Objection, asked and answered.

1 JUDGE CHACHKIN: I'll overrule the objection.

2 MR. MULLINAX: Once again, the date of this
3 construction permit is October 21, 1987. At the time I'm sure
4 that I was told that they had specified our site, yes, sir, at
5 that point in time.

6 BY MR. COHEN:

7 Q So, you did know, didn't you?

8 A Yes.

9 MR. MAY: Objection, same grounds.

10 JUDGE CHACHKIN: Well, he's answered the question.

11 BY MR. COHEN:

12 Q Well, the reason that I'm dwelling on this, sir,
13 is that I, I want you to look at your statement, paragraph 5,
14 your statement dated 20 August 1993.

15 A Uh-huh.

16 Q 2 August 1993. And I want you to look at paragraph
17 5 and I particularly want you to review to yourself the
18 sentence beginning "In fact" and read that to yourself and
19 tell me when you've read it.

20 A I've read it.

21 Q Well, that statement wasn't complete, was it?

22 A No, it was not and that is the reason that it was
23 not included in our testimony -- in testimony today.

24 Q Why did that statement omit -- why did that
25 paragraph 5 omit the fact that Monroe Television had specified

1 the WFOX site?

2 A I really don't know. I can give you some thoughts
3 on that if you would like or --

4 Q I like.

5 A -- some opinions.

6 Q I like.

7 A Okay. We did not look up any of the FCC files in
8 order to determine whether they did or not. It had been
9 approximately 6 or 7 years since any contact with Monroe
10 Television regarding that. And we left out that portion of
11 the statement in the testimony because we realized that, that
12 we were making statements about things that we did not
13 specifically control; that is, we were not a party to their
14 decision. We were not certain whether or I was not certain
15 whether Monroe Television had made that decision or whether
16 the Trinity Broadcasting had made that decision as far as
17 where to locate the station. We really had no idea who had
18 actually made that decision and, therefore, it was
19 inappropriate in our testimony and probably inappropriate in
20 the statement as well.

21 Q Well, --

22 A We made a mistake.

23 Q -- did you give consideration to amending your
24 statement and filing an amended statement with the Commission
25 to correct paragraph 5?

1 A No, sir.

2 Q And in point of fact, it was never corrected, was
3 it, paragraph 5?

4 A No, sir.

5 MR. CORBERT: Your Honor, I might just object a bit
6 to the characterization of this. This is a correction and I,
7 I was listening to the questioning and the, and the testimony,
8 and I'm not sure that it's been established what -- that this
9 was a necessary correction. I mean I'm not a party to this
10 case so I don't know the context of Mr., Mr. Cohen's comments
11 but I have not been following this to be a, a necessary
12 correction and, and, and --

13 MR. COHEN: Your Honor, I don't think Mr. Corbert
14 has standing to make the type of objection he made. I think
15 the Commission's rules are quite clear. Mr. -- this witness
16 is not a party to the proceeding and Mr. Corbert is here in a
17 very auxiliary and subsidiary capacity. I don't have the
18 rules in front of me but I'm quite certain that he does not
19 have the standing to object on the basis or to make the
20 comments he did. And I say that respectfully because I, I
21 have great respect for Mr. Corbert but I just don't -- if I
22 could be excused, I'll get the rule but I don't think
23 witness's counsel have that standing.

24 JUDGE CHACHKIN: The best thing is for me to take a
25 recess, brief recess and get a copy of the rules. I wasn't

1 anticipating there would be other counsel here.

2 MR. COHEN: Neither was I.

3 JUDGE CHACHKIN: It might be useful for me to do

4 that so --

5 MR. COHEN: Would you do that?

6 MR. CORBERT: I'll be happy to wait, sure.

7 JUDGE CHACHKIN: Yeah, we'll, we'll, --

8 MR. CORBERT: To get clarification about --

9 JUDGE CHACHKIN: Let's take a brief recess and I'll

10 get a copy of the rules and then we'll say what the rules say.

11 (Off the record.)

12 (On the record.)

13 JUDGE CHACHKIN: 1.27 deals with a situation where

14 an individual is compelled to appear. In other words, under

15 subpoena. As I gather, Mr. Mullinax is not subpoenaed.

16 MR. CORBERT: Yes, he was.

17 JUDGE CHACHKIN: He was subpoenaed?

18 MR. CORBERT: Yes, he was.

19 JUDGE CHACHKIN: All right. If Mr. Mullinax is

20 subpoenaed, then 1.27 does apply and counsel can object.

21 MR. COHEN: I was in error.

22 JUDGE CHACHKIN: I wasn't clear whether Mr. Mullinax

23 was under subpoena. I did sign the subpoena?

24 MR. CORBERT: Yes, you did, sir.

25 JUDGE CHACHKIN: All right. Then 1.27 does permit

1 counsel to, to object and also does permit counsel at the
2 conclusion of the examination of his client to ask clarifying
3 questions if permitted by the judge.

4 MR. COHEN: I apologize, Your Honor. I was in
5 error.

6 JUDGE CHACHKIN: All right. We both learned
7 something. All right. Let's go back on the record. There is
8 an objection and your objection was that --

9 MR. CORBERT: I was just --

10 JUDGE CHACHKIN: -- you felt that there wasn't any
11 -- this argument that it was a correction -- there's no basis
12 for this contention that this was a correction, is that --

13 MR. CORBERT: Yeah, I understood him to say that it
14 might have been incomplete or there might be additional facts
15 that, that --

16 MR. COHEN: I will withdraw the, the word
17 "correction", Your Honor. I think it's an inappropriate word.

18 JUDGE CHACHKIN: All right. Then where do we stand
19 as far as the question that's put to the witness is concerned?

20 MR. CORBERT: I don't remember what it was.

21 JUDGE CHACHKIN: All right.

22 MR. CORBERT: Yeah, I think it was -- I think it had
23 the word "correction" in it so maybe if you just ask him the
24 question --

25 MR. COHEN: I agree and I, and I --

1 JUDGE CHACHKIN: All right.

2 MR. COHEN: -- think that was not the best choice of
3 words.

4 JUDGE CHACHKIN: All right. Go ahead.

5 BY MR. COHEN:

6 Q You heard this colloquy, sir, and I'm striking the
7 word "correction". All I want to get from you and then go on
8 to something else is would you agree that, that paragraph 5 is
9 not a complete statement of Shamrock's relationship with
10 Monroe concerning the -- Monroe's use of the site, of the WFOX
11 site?

12 A Based on the information you provided me, yes, I
13 would say it was a complete --

14 JUDGE CHACHKIN: Which, which paragraph are we
15 talking about, Exhibit 4?

16 MR. COHEN: Of the statement, Your Honor, not the
17 testimony.

18 JUDGE CHACHKIN: All right. Glendale Exhibit 4 is
19 not a complete -- all right. Counsel, go ahead.

20 MR. COHEN: And I'd like to offer now, Your Honor,
21 Glendale Exhibit 4.

22 JUDGE CHACHKIN: Any objection to 4?

23 MR. MAY: No, Your Honor.

24 JUDGE CHACHKIN: Glendale Exhibit 4 is received.

25 (Whereupon, the document referred to

1 as Glendale Exhibit No. 4 was hereby
2 received into evidence.)

3 MR. COHEN: And, and I'd like to offer Exhibit 5 as
4 well.

5 JUDGE CHACHKIN: Any objection to 5?

6 MR. MAY: No objection. No, Your Honor.

7 JUDGE CHACHKIN: Glendale Exhibit 5 is received.

8 (Whereupon, the document referred to
9 as Glendale Exhibit No. 5 was hereby
10 received into evidence.)

11 MR. ZAUNER: Your Honor, just for the, for the
12 record, the Bureau continues to believe that this all is
13 irrelevant and objects to the Exhibits 4 and 5 that have been
14 offered.

15 JUDGE CHACHKIN: All right. The Bureau's objections
16 are noted. Go ahead, Mr. Cohen.

17 BY MR. COHEN:

18 Q Now, when was the WFOX tower designed?

19 A It was designed in 1983.

20 Q And how do you know that?

21 A I was very much involved in the loading design of
22 the tower.

23 Q Now, W -- according to your testimony, sir, WWAY --

24 JUDGE CHACHKIN: What's the call sign?

25 MR. MAY: WYAY.

1 BY MR. COHEN:

2 Q WYAY is on that tower, right?

3 A That is correct, sir.

4 Q And when, when did that station get on the tower?

5 A I believe it was in 1985.

6 Q Now, was this additional FM tower, was that
7 initially included in the tower design?

8 MR. MAY: Objection, same --

9 MR. COHEN: Excuse me, antenna, not tower.

10 BY MR. COHEN:

11 Q Was that antenna initially included in the tower
12 design?

13 A Yes, sir, it was.

14 Q It was?

15 A Yes.

16 Q And how do you know that?

17 A I specified the loading design of the tower.

18 Q And that's true even though WYAY came on the tower
19 some 13 months after the tower was constructed?

20 A That is correct.

21 Q Are you a qualified construction engineer?

22 A No, sir.

23 Q Do you have any -- strike that. What is your basis
24 for stating that the WFOX tower is capable today of supporting
25 a UHF antenna?

1 A Well, once again, it was originally designed to
2 support a UHF television antenna along with a tremendous
3 number of other apertures for the purpose of taking a leasing
4 record (Phonetic).

5 Q Who did the design?

6 A The actual design was done by the engineers of the
7 manufacturer, Kline Iron Steel Company, Columbia, South
8 Carolina, the structural design.

9 Q Isn't it, isn't it true that you were working for
10 WFOX on March 31, 1987?

11 A Yes.

12 Q Do you know who owned the WFOX tower on that date?

13 A On March 31, 1987?

14 Q Correct.

15 A Shamrock Broadcasting, Incorporated.

16 Q Do you know someone named Leonard Stephens?

17 A Yes, I do.

18 Q Who's Leonard Stephens?

19 A Leonard Stephens is the leasing agent retained by us
20 to assist with the leasing of the tower.

21 Q And who -- do you know an entity name Tall Tower
22 Electronics, Inc.?

23 A Tall Tower Economics, Inc., yes, sir.

24 Q Electronics, Inc. And who's Tall Tower?

25 A Economics. The name of the company is Tall Tower

1 Economics, Incorporated.

2 Q Economics. And who is Tall Tower Economics?

3 A Leonard Stephens.

4 Q And I'm not quite sure I understand, what, what is
5 Mr. Stephens' relationship to Shamrock?

6 A He is the leasing agent.

7 Q For Shamrock?

8 A That is correct.

9 Q And if one leases space on the tower, then one deals
10 with Leonard Stephens?

11 A One deals with both myself and with Mr. Stephens,
12 yes, sir.

13 Q Deals with yourself and Leonard Stephens?

14 A Generally, yes, that's correct. Mr. Stephens does
15 write the contracts. He does collect the money, deals with
16 clients in the more business realm of the tower; however, he
17 represents a large number of sites and is not totally aware of
18 the technical specifications of each individual site and for
19 that reason, they must also deal with me on technical matters.

20 Q But as far as the business arrangements, they're all
21 with Mr. Stephens, is that correct?

22 A Once the contract is written and signed and they are
23 attended, yes. At that point in time their primary business
24 contact is with Mr. Stephens.

25 Q Does a perspective tenant deal with you on a one-to-

1 one basis in, in negotiating a lease?

2 A Not always, no, sir.

3 Q Is that the rule?

4 A It would depend on whether it is a major client and
5 has major effects on the tower or not. If it were a simple
6 two-way radio client, a small antenna, a small transmission
7 line, depending on whether they were local or, or not, they
8 might not be over me directly. All major clients I would be
9 very much directly involved with dealing with the client.

10 Q Would it be fair to state, sir, that Mr. Stephens is
11 in charge of the business negotiations and that you're
12 involved in the technical aspect? Is that a fair statement?

13 A Not entirely, no, sir.

14 Q In what respect would that statement not be
15 accurate?

16 A Well, Mr. Stephens does not specifically set the
17 leasing price. He and I and the general manager of the radio
18 station generally discuss that but also the, the information
19 within the contract is subject to my review as well.

20 Q The technical, the technical information?

21 A Primarily the technical information, yes, sir.

22 Q So, you're primarily involved in the technical end
23 of lease negotiations? That's a fair statement?

24 A I believe that's a fair statement, yes, sir.

25 Q And Mr. Stephens is primarily involved in the

1 business relationship in terms of dealing with perspective
2 tenants, is that an accurate --

3 A That is an accurate statement, yes, sir.

4 Q And he's the primary person who would negotiate the
5 lease terms, is that correct?

6 A He is the -- yes, sir.

7 Q And in 1992 was the situation -- strike that. In
8 1992 did Leonard Stephens have the role and responsibility for
9 the tower that you just testified to?

10 A In 1992?

11 Q In 1992?

12 A Yes, sir.

13 Q And is Mr. Stephens still functioning in that role?

14 A Yes, sir, he is.

15 Q And when did he commence functioning in that role,
16 if you know?

17 A That would have been some time in 1984. I do not
18 know an exact date.

19 Q And do you have a recollection of lease negotiations
20 concerning WYAY?

21 A Yes, I do.

22 Q And was Mr. Stephens primarily involved in those
23 lease negotiations?

24 MR. MAY: Objection, Your Honor, relevance.

25 JUDGE CHACHKIN: Well, I'll overrule the objection

1 and let's see where he's going.

2 MR. COHEN: I'm not going very far, Your Honor.

3 MR. MULLINAX: Yes, he was involved, sir.

4 BY MR. COHEN:

5 Q Was he primarily involved?

6 A I'm not certain.

7 Q Well, what was your role in those lease
8 negotiations?

9 A Once again, my role was making sure that the tower
10 was designed for the facilities that they wanted to place on
11 the tower. I believe that I ended up arranging and
12 redesigning that tower due to some auxiliary -- not auxiliary
13 but, but some antennas for reception of STL signals that they
14 wanted to place in a certain location on the tower. Also
15 discussions involving the amount of the rent and the -- a
16 number of different issues but they were primarily of a
17 technical nature.

18 Q Has any Shamrock officer seen your written testimony
19 which has been admitted as Exhibit 34?

20 A I don't know.

21 Q How many tenants are on the tower now?

22 A I believe five plus WFOX is on this tower, a total
23 of six if you count us as a tenant.

24 Q I wanted you to look at your testimony and I'm
25 talking about paragraph 4. Do you see the sentence at the

1 beginning -- at the bottom of the page which says "Perspective
2 tenants" -- excuse me, let me find the language here.

3 A Saying present tenants are given priority over new
4 or perspective tenants?

5 Q Yes. Do you see that language, that sentence that
6 begins -- read that to yourself -- "While there is no
7 warranty." Read that sentence to yourself.

8 A Now, this is in my testimony, is that correct?

9 Q Yes, in your testimony.

10 A Okay.

11 Q Now, am I correct that that was the sentence that
12 was not -- that was the sentence that came from counsel in
13 your, in your testimony, is that correct?

14 A Yes, that's correct.

15 Q What does that sentence mean?

16 A That sentence means that we protect the existing
17 tenants on the tower, that we are not holding space open for a
18 perspective tenant with whom we are not expressed time
19 negotiating.

20 MR. COHEN: Could I hear the witness's answer read
21 back, Your Honor?

22 (Off the record.)

23 BY MR. COHEN:

24 Q In that same last sentence it states there's no
25 warranty that this space will be available at any time in the

1 future? Do you see that language?

2 A Yes, I see that language.

3 Q That's also language that came from counsel, is that
4 correct?

5 A Yes.

6 Q What does no warranty mean?

7 A I believe I've already answered that question.

8 Q Well, would you, would you indulge me and answer
9 again?

10 A Okay. That simply means that we will not hold a
11 space on the tower for -- we will not agree to hold a space
12 open on the tower for someone with whom we are not presently
13 negotiating a lease contract.

14 Q What does the term -- what does the term "leasing of
15 this tower space is fluid" mean?

16 A That means that it is subject to change.

17 Q Now, on page 2 of your testimony where it states
18 that WFOX has been willing to negotiate in good faith, you see
19 that?

20 A Yes, sir.

21 Q What does that mean?

22 A That means that if a perspective tenant wishes to
23 lease tower -- space on our tower that we will be willing to
24 enter into negotiations with them.

25 Q What are Shamrock's terms for leasing space to